Independent Democrat.

TERMS, \$3,

"FREE TRADE; LOW DUTIES; NO DEBT; SEPARATION FROM BANKS; ECONOMY; RETRENCHMENT; AND STRICT ADHERENCE TO THE CONSTITUTION."-Calhoun.

In Advance.

Vloume 1.

CANTON, MISSISSIPPI, SATURDAY EVENING, APRIL 15, 1843.

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vertisements, and at the same rates. Announcing Candidates for office will

be Ten Dollars each.

will not be attended to.

Washington, as it will do throughout the are material to the present controversy. - gress. country, and especially in these States On the 19th of June, 1841, after the made previous to the enactment; and it is ing rules. purpose by Chief Justice Taney.

Supreme Court of the United States. JANUARY TERM, 1843.

Arthur Brownson, compt.)

tors and Company of the coit Court of State Bank of Illinois. Jay Hathway, Mary Ann Wol-Alonzo Huntington.

Mr Chief Justice Taney delivered the opinion of the Court.

The case comes before the Court upon a division of opinion in the Circuit Court of the United States for the district of Illin to this Court according to the act of Con-

It appears from the record that on the 13th of July, 1836, John H. Kinzie executed a bond to Arthur Bronson conditto be paid semi-annually; and in order to money and interest. Kinzie and wife on the the sale according to said rule and act. same day conveyed to said Bronson in fee simple by way of mortgage, one undivided town of Chicago with the usual proviso should be so entered as to direct the sale that the deed should be null and void if the said principal and interest were only paid; payment of the principal or interest or any the said law. part thereof, that it should be lawful for Bronson or his representatives to enter up- 2d. Whether the decree of this case it is prohibited by the Insurance Company. It is upon this con which they were made. on and sell the mortgaged premises at pub- shall or shall not direct the sale of the Constitution. sale to retain the amount that might then State of Illinois.

overplus, if any to Kinzie. and before the bill was filed, the legisla- net of Congress. been given to the debos and ju gment rules of the Circuit Court.

No ubscription received for a less time a decree of foreclosure, and the act of Feb- which its importance demands. ruary 19th 1841, above mentioned, was

real or personal or both, it should be the tracts. In a recent number of this paper we amount of such valuation should be bid of the United States, if they see remedial in the following words-

by this decision, in reference to contract the District of Bline is adopted the follow- as they stood at the time the mortgage deed the law will then interpose its office; will deem may be so pr I ng al, as to deprive

enactment of such laws. All other courts, levy an e e arion upon real estate, he gage given to secure the debt, was made in vasion." both State and National, are bound by this shall have it appraised and a 11 under the Himois, for real property situated in that de isim. It is now for the first time given provisions of the law of this State entitled State, and the rights which the mortgagee to the public: having been revised for the . An act r g during the sale of property," acquired in the premises depended upon the and illustrates by a familiar example, the premier, which neither of them would have ed under the law agreeing, may make the mortange control. On a certifi- va'untion of the premises required."

execution the marshall shall give notice the remedy on contracts o his description, to secure. And it would be unjust to the tion, against the consent of one of the parette his wife, Edmond K. in opinion be-Bus-ing and John S. Bussing, the President Directors and Company of the Court of the county where the land fies; if there objection. For undoubte My a State may framed it, to suppose that it was designed to be no paper put lished on the county, then regulate at pleasure the modes of proceedto be no paper put lished on the county, then regulate at pleasure the modes of proceedto be no paper put lished on the county, then regulate at pleasure the modes of proceedto be no paper put lished on the county. Then regulate at pleasure the modes of proceedto be no paper put lished on the county. Then regulate at pleasure the modes of proceedto be no paper put lished on the county. Then regulate at pleasure the modes of proceedto be no paper put lished on the county. Then regulate at pleasure the modes of proceedto be no paper put lished on the county. Then regulate at pleasure the modes of proceedto be no paper put lished on the county. Then regulate at pleasure the modes of proceedto be no paper put lished on the county. Then regulate at pleasure the modes of proceedto be no paper put lished on the county. Then regulate at pleasure the modes of proceedto be no paper put lished on the county. Then regulate at pleasure the modes of proceedto be no paper put lished on the county. Then regulate at pleasure the modes of proceedto be no paper put lished on the county. The regulate at pleasure the modes of proceedto be no paper put lished on the county. The regulate at pleasure the modes of proceedto be no paper put lished on the county. The regulate at pleasure the modes of proceedto be no paper put lished on the county. The proceedto be no paper put lished on the county at gage | premises, &c., except where special

After these rules were adopted, that iin the case, and which have been certified filed by Mr. Bronson as herein before

on the following points to wit:-1st. Whether the decree in this case

which provided that mortgagers and judg- the 8th section of the act of February 18th lands.

money with interest at the rate of ten per great importance, we should have prefer same rate is reiterated in language equal. s nable delay.

Upon the points certified, the question

As concerns the obligations of the conand any two or three householders relect. the legal and eq it alter obligation of the

All the Judges being opposed in opinion old one, and may in some degree render

cent; and if the debtor did not redeem red a full argument at the bar. But the ly strong (see page 75, 76 and 84.) This

the second. householders being only sworn, by such of State courts, as it stood in 1789; and since stantial difference between a retrospertive to the laws required no expers stipulation in de. All Job Work must be paid for on deli- fiver so to do, should fairly and impartially then the act of IS2S on the same subject, law de faring a particular contract or class to define or so use them. They were anvalue the property upon which such exe. has been passed; and the third section of of contracts to be abrogated and void; and nexed to the contract at the time it was these laws must unfortheally be giverned Postage on letters must be paid, or they cution was levied having reference to its the law directs, that the final process is one which task away all remedy to enforce made, and formed a part of its days also be them. For eacy State has the power cash value; and that they should endorse seed in judgments, and decrees in any of them, or encumbers; it with conditions quest law impair to present and equipple ob ithe valuation thereof, upon the execution, the courts of the United States, and the that rendered it uscless or impracticable quied impacts the obligation which the gate noof a contract to be made and execution. From the New York Journal of Commerce, or upon a piece of paper thereunto attach-RELIEF LAWS UNCONSTITUTION- ed signed by them; and when such pro-evcept their style in each State respect to the state re perty should be offered for sale, it should fively, as were then used in the Courts of after having treated of the declaratory blanca which have given ri e to this con-sal, for the payment of a d br, and may not be struck off unless two thirds of the such Sixtes; and nutherizes the Courts and directory parts of the law, defines the flower of the law of Febru-

tenso. It is perhaps the most important 1st of May, 1841, and to all judgments United States, unless adopted by rules of what we mean properly when we speak continue for 12 months after the side; and do not think it proper to go beyond it opinion that has been delivered, on a con- that might be rendered on any contract or court a cord g to the protection of the law. When, for it moreover gives a new and like estate Upon the questions presented by he stitutional question, since the origin of our cause of action accoung prior to that day, act of Corgons. And although such State instruce the declaratory part of the law has government. It will do more to restore and not to any other judgment than as her laws may any teen so of part, yet that confidence toan any legislation. We learn tore specified. These are in sub-tance are insperative and of no force if in con- belonged to Titus's father is vested by his in onths. If such rights may be added to been enacted. All such laws are multified the Circuit Court of the United States for con, they depend upon the laws of Illinois passession of the land the remedial part of a ferred upon the s, and the right or tor for fifteen. was executed. The money due was indeed make Gains restore the possession to Ti- the morigages of the beaufit of his sic risuch contines alone, that prompt the one of such laws. All other courts, levy an electrical upon real estate, he gage given to secure the debt, was made in vasion." because it shows in a few plain words. mont creditor, an equitable e tate in the appr year the 27th February, 1811, if the laws of the State. In other words the excase come within the provision of the law; i-ting I we of Illmois created and defined
and any two or three householders select, the level and en its level and e proje is the right, and the obligation by rectly and materially in conflict with those Court. If the laws of the State passed after which it enforces and maintains it. It is which the mortgagee acquired when the this protection which the clause in the con-"Before the sail of any real estate on war a had one nothing more than change stitution now in question mainly intended tion of a contract by subsequent legisla-

When this contract was made, no stat- case the right of sale must be exercised within the time limited, any judgmen cred- parties are entitled by the rules of the court judgment of the court is entitled to the ute had been passed by the State changing under the direction of the Court of Chanitor was authorized to do so upon the like to bring it before us in the manner they more weight, because the opinion is stated the rules of law or equity in relation to a cery upon such terms as it shall prescribe terms within fifteen months from the sale. have adopted; and it being our duty in the report of the case to have been unan- contract of this kind. None such at least and the sale made by an agent of the court; This act which took effect on the first day to decide the question certified to us by imous; and Judge Washington who was has been brought to the notice of the court, in the latter the sale is to be made by the TERMS.—Three Dollars, invariably in advance. Persons wishing to discontinue of May, 1825, was held it seems not to exwill please give notice thereof in writing tend to sales or mortgaged premises under the careful and deliberate consideration first argument, delivered the opinion on rights of the parties under it measured, by nant the sale made by the party is so far the rules above stated. They were the subject to the supervision of the court, We concur entirely in the correctness laws of Illinois at the time, and therefore that it will be set aside and a new one orassed to embrace them. is whether the laws of Illinois of 19th and of the rule above stated. It is difficult entered into the contract and formed a dered if reasonable notice is not given, or By another act of the legislature of Illin- the 27th of February 1841, come within perhaps to draw a line, that would be appart of it without any express stipulation the proceedings be regarded in any reois, approved the 27th of February, 1841, the clause of the 10th section of the first plicable in all cases, between legitimate to that effect in the deed. Thus for ex- spect as contrary to equity and justice.-it was directed, that when any execution article of the Constitution of the United alterations of the remedy, and provisions ample there is no covenant in the instru- There is therefore in truth but little mashould be issued out of any of the courts of States which prohibits a State from pas- which in the form of remedy impair the ment giving the mortgagor the right to re- terial difference between the rights of the the State, and be levied on any property sing a law impairing the obligation of con- right. But it is manifest that the obligation by paying the money after the day inortgages with or without this covenant. tion of the contract, and the rights of a limited in the deed, and before he was The disjustion consists rather in the form Articles of a personal nature, whenever duty of the officer levying such execution The laws of a State regulating a proadmitted, will be charged at the rate of to summon three householders of the pro- cess of its courts and prescribing the man- by denying a remedy along ther, or may Chancery. Yet no one doubts his right of And as it is evident that to have in ques-Two Dollars for every ten lines for each per county, one of whom should be chosen ner which it shall be executed, of course be seriously impaired by borthening the his remedy; for by the laws of the State tron, invade the right's cared by this coinsertion. Political circulars or public ad- by such officer, one by the plaintiff, and co not bind the courts of the United States, proceedings with new conditions and re- then in force, this right and this remedy venue, the recent by one by the plaintiff, and co not bind the courts of the United States, proceedings with new conditions and redresses, for the benefit of individual per- one by the defendant in the execution; or whose proceedings must be governed by restrictions, so as to make the remedy was a part of the law of the contract with- a different conclusion where sint is rights sons or companies, will be charged as ad- in default of the parties m king such choice the acts of Congress. The act of 1792, hardly worth pursuing. And no one we out any express agreement of the parties are incorporated by Low into the contract, the officer should choose for them; which however, adopted the process used in the presume would say that there is any su's. So also the right of the morgages as known and from a part of it at the time it is

ary 19, 1841, it appears to the court not on the creditor as is judgment and policy announced the fact that the supreme court therefor. It further provided among other fit in their discretion by rules of court so "The remedial part of the law is so to not more I can the law of the United States has decided the things, that all sales of mortgaged proper. for to after final process, us to contemporate of the former upon the contract as at, an to engraft up would be subject to such pro i-ions; and Relief Lws of Illinois (and the decision is ty should be made according to the pro- the same to any change which might after- two, that laws most be very vague and in- on it new coach one injurious and unjust the would be of greaty up in the professional and unjust the would be of greaty up in the professional and unjust the world be of greaty up in the professional and unjust the world be of greaty up in the professional and unjust the world be of greaty up in the professional and unjust the world be of greaty up in the professional and unjust the world be of greaty up in the professional and unjust the world be of greaty up in the professional and unjust the world be of greaty up in the professional and unjust the world be of greaty up in the professional and unjust the world be of greaty up in the professional and unjust the world be of greaty up in the professional and unjust the p equally applicable to the Re of Laws of visions of that act whether the toreclosure wards be adopted, by the Legislature of perfect without it. For in vain would to the med gige. It declares that although in the Courts of the United States is well other States.) to be unconstitutional .-- of said mortgage was by judgment at law, the respective States for the States for th Through the kindness of a friend at Wash- or decree in Chancery. It also directed Any acts of a State Legislature therefore, observed, if the e were no method of reast during the Court of Chancery, course of contracts made and to be exert ington, we are now enabled to lay before that the provisions of this law should ex in relation to final process, passed since vering and asserting these rights when yet that the equitable estate of the most ted in the Scate. It is a case of that deour readers the opinion of the Court in ex- tend to all judgments rendered prior to the 1828, are of no force in the courts of the wrongfully withheld or invade !- This is | gag or shide not be extinguishe, but shall sering ion that is no v buffre us; and we

1st. I'nst the dec ee should direct the that it has produced a great sensation at the provisions of these acts as far as they flirt with the Constitution or an act of Con- death in Titus, and the directory part has the original contract, by subsequent legis to highest bid ser without regard to the law furbidden any one to enter on another's lation, it would be difficult to say at what of February 19, 1811, with gi es the property without the leave of the owner; point they must stop. An equitable in er right of redemption to the morigag r for where valuation, try or relief laws have laws above mentioned had been passed, tract upon which this controversy has ari- if Gains after this will presume to take est in the premises may in like manner to take est in the premises may be a supplication of the p

2d. That the dearer should direct the sale for the morgaged promises without being first valued by three householders, and with out requiring two thicks of the amount We have quoted the entire paragraph gives to the margagor ag! to the judg- of said valuation to be till according to the law of February 27, 1841.

The decision of these two questions disposes of the third-and we shall direct these answers to be certified to the Circuit

[Test.] WM. THOS, CARROLL. Clerk Sup. Ct. U. ..

CAN THE WHIGS BE TRUSTED WITH POLITICAL POWER.

The experience of the last two years the United notice shall be given there and its courts in relation to past con- without any practical operation upon the The second point certified arises under will luraish the answer. During the ad-States for the District of Il- The Chart adopt the S h section of the act. coti, Daniel S. Griswold, District of Il- of this State to amend the act concerning which claims shall be barred by the statjudgments, &c., passed 19th of February; nte of limitations. It may if it thinks pro- tain the integrity of contracts, and to se- It is true that this law apparently acts up- triotism, and expressed a holy horser of 1841 which regulates the sale of most per direct that the necessary impliments cure their faithful execution throughout on the remedy and not directly upon the correction and misrate. They were opof agriculture, or the tools of the mechanic, this Union by placing them under the pro- contract. Yet its effects is to deprive the prescrip i on for opinion's sake, to circution shall be given in the decree of or articles of necessity in household furni- tection of the Constitution of the United party of this pre-existing right to foreclose the rewarding of editors by their appointture, shall, like wearing apparel, not be li States. And it would but ill become this the mortgage by a sale of the premises, ment to office, to extravar ne vin the pubable to execution on judgments. Regula- court under any circumstances, to depart and to impose upon him conditions which lie expenditures, and profess d'y covoted to say of December Term, 1841, the bill tions of this description have always been from the plain meaning of the words used, would frequently render any sale altogeth- to economy, retrenchment and reloam. considered in every civilized community, and to sanction a distinction between the er impossible. And this law is still more While they were generally silent upon the mentioned came on for final hearing in the as properly belonging to the remedy, to be right and the remedy which would render objectionable because it is not a gene at Bank, Ta iff, and As supption questions, Circuit Court; and thereupon the com- exercised or not by every sovereignty, ac- this provision illusive and nugatory-mere one and prescribing the mode of selling admitting the former to be settled and plaint moved the court for a final decree of cording to its own views of policy and huse strict foreclosure of said mortgage, or that manity. It must reside in every State to and producing no practical result. the mortgaged premises should be sold to enable it to secure its citizens from unjust We proceed to apply these principles to made prior to the first of May, 1841. The intention to increase the lax s, create a the highest bidder without being subject to and harrassing litigation, and to protect the cause before us. According to the act was passed on the 27.h of February in standing army, and evertirely the inter-Ist of July, 1842; with interest thereon said rule and the act referred to. This them in those pursuits which are necessarily and equity in all that year; and it operates manly on past the of the Republic. If they were to be motion was resisted on part of defendants, ry to the existence and well being of every of the states whose jurisprudence has been contracts and not on future. If the con- relieved, free for a contract sand not on future. who moved that the decree should direct community. And although a new remedy modeled upon the principles of the com- tract intended to be affected by it had been the elevation of the whigs, alias National may be deemed less convenient than the mon law, the legal title to the premises in specifically enumerated in the law, and Republicans, alias Federalists, to office .-question vested in the complainant, upon those conditions applied to them, while With Ogle's speech, the Hood case, the the recovery of debts more tardy and diffi- the failure of the mortgagor to comply with other contracts of the same description Standing Army, Direct Taxes, L of Cabcult, yet it will not follow that the law is un- the conditions contained in the proviso .-- were to be enforced in the ordinary course ins, Hard Cider and Coons, aided by the constitutional. Whatever belongs merely And at law he had a right to sue for and of legal proceedings, no one would do abt general embarrassment of the country and of the said mortgaged premises according to the remedy may be altered according to recover the land itself. But in equity this that such a law was unconstitutional. H returned from a the will of the State, provided the altera- legal title is regarded as a trust estate to a particular class of contracts is selected change, they succeeded in carrying the and Kinzie among other things covenanted that if default should be made in the to the highest bidder, without regard to it is immaterial whether it is done by acting there is a resulting trust for the mortgager, principle whether they are described by the at empted to e tablish an ener nous Naon the remedy, or directly on the contract 1. Peters 441. Conrad vs. The Atomic names of the parties or by the time at ton I Bank t control the exchanges and struction of the contract that courts of equi- In the case vefor : us the conflict by thes ! Com montes A t. t ey im + sel a highly lic auction, and as Attorney of Kinzie and mortgaged premises, without requiring two This subject came before the Supreme ty lead their aid either to the mortgager laws with the oil gations of the contract is princed to the mortgager laws with the oil gations of the contract is princed to the mortgager laws with the oil gations of the contract is princed to the mortgager laws with the oil gations of the contract is princed to the mortgager laws with the oil gations of the contract is princed to the mortgager laws with the oil gations of the contract is princed to the mortgager laws with the oil gations of the contract is princed to the mortgager laws with the oil gations of the contract is princed to the mortgager laws with the oil gations of the contract is princed to the mortgager laws with the oil gations of the contract is princed to the mortgager laws with the oil gations of the contract is princed to the mortgager laws with the oil gations of the contract is princed to the mortgager laws with the oil gations of the contract is princed to the mortgager laws with the oil gations of the contract is princed to the mortgager laws with the oil gations of the contract is princed to the mortgager laws with the oil gations of the contract is princed to the mortgager laws with the oil gations of the contract is princed to the mortgager laws with the oil gations of the contract is princed to the contract is princed to the mortgager laws with the oil gations of the contract is princed to wile, to convey the same to the purchaser thir sof the amount of the said valuation Court in the case of Green vs. Biddle, de- or morigagee in order to enforce their re- male the more evident by an express to high axi y mag cut mass of the people for and out of the money arising from such to be bid, according to the said act of the cided in 1823 and reported in 8 Wheaton spective rights. The Court will upon the contained in the instrument itse f, the b near of a test minute course security 1. It appears to have been twice clabs application of the mortgagor, direct the re- whereby the mortgagor in default of pay- was Og e in his grave, tel ratio, voted be due him on the aforesaid bend, with the | 3d. Whether the term of the mortgage rate y argued by counsel on both a des, conveyance of the property to him up at more fant tree for the Executive marriage costs and charges of sile, rendering the in this case do or do not require it to be and delinerately considered by the Court, the payment of the money; and opin the ises and sell them at public a retion and | - hey pros rib d honest man for their excepted from the operation of the rule. On the part of the demand int in that case application of the money thus raised the point a commons -they rewarded E it is The inte-est not having been paid, Bron- above recited. On motion of the com- it was insisted that the laws of Kennucky a sale of the property to dis harge the debt. and int due, and to pay the overplus if any -they refused to exclude negroes from son on the 27th of March, 1841, filed his plannant, it was ordered and directed that passed in 1727 and 1812 concerning occa- But as courts of equity follow the law, they to the managegor. It is impossible to read the newy-they increased the public debt bill to forclose the morigage. In the this came, with said points, be certified to pying claimants of land impaired the obli- acknowledge the legal title of the moriga- this came, with said points, be certified to pying claimants of land impaired the oblimean time, after the mortgage was made the Sopreme Court, in pursuance of the gation of the compact made in Virginia is gee, and never deprive him of his rights at laws now under consideration, wi hours e to upting to be grow in may they pas only 1789. On the other hand it was contend- law un'd his deat is paid, and he is enti- ing that both of these a temate fally inter- an a tree mitting debtors one ulinter their ture of Illino's on the 19th of February, And it is upon these questions, thus cer. ed that these laws only regulated the rem. tied to the Court to extinguish e e with the express agr. cm and of the Court to extinguish e e with the express agr. cm and of the Court to extinguish e e with the express agr. cm and of the Court to extinguish e e with the express agr. cm and of the Court to extinguish e e with the express agr. cm and of the Court to extinguish e e with the express agr. cm and of the Court to extinguish e e with the express agr. cm and of the Court to extinguish e e with the express agr. cm and of the Court to extinguish e e with the express agr. cm and of the Court to extinguish e e with the express agr. cm and of the Court to extinguish e e with the express agr. cm and of the Court to extinguish e e with the express agr. cm and of the Court to extinguish e e with the express agr. cm and of the Court to extinguish e e with the express agr. cm and of the Court to extinguish e e with the express agr. cm and of the Court to extinguish e e with the express agr. cm and of the Court to extinguish e e with the express agr. cm and of the Court to extinguish e e with the express agr. cm and of the Court to extinguish e e with the express agr. cm and of the court to extinguish e express agr. cm and of the court to extinguish e express agr. cm and of the court to extinguish e express agr. cm and of the court to extinguish e express agr. cm and of the court to extinguish e express agr. cm and of the court to extinguish e express agr. cm and of the court to extinguish e express agr. cm and of the court to extinguish e express agr. cm and of the court to extinguish e express agr. cm and of the court to extinguish e express agr. cm and of the court to extinguish e express agr. cm and of the court to extinguish e express agr. cm and of the court to extinguish e express agr. cm and of the court to extinguish express agr. cm and of the court to extinguish express agr. cm and of the court to extinguish express agr. 1841, passed a law, the 8th section, of tiffed, that the case is now before us; and edy and did not operate on the right to the mangager, in or ties command in this covenant. Yet the ming the rebis of the States to prevent cer that he may of tim the benefit of his right here so ared to the mortg ge is sub the d shonor of profile rep idiation-in fine. ment creditors should have the same right and the same entire act of February 27th In deciding the point the court say, " It security. For this purpose it is his absented the same right and the same entire act of February 27th. In deciding the point the court say, " It security. to redeem mortgaged premies s. ld ty the are set forth at large in the record, as the is no answer that the act of Kentucky now late and undoubted right under an ordinary s it, i as and dis harged of the equitable pledges, and then a tempted to throw the decree of a Court of Chancery that had Laws referred to in the above mentioned in question, are regulations of the remedy, mortgage deel, if the money is no paid at interest of Kinzie and wife, in or ler to observe that had laws referred to in the above mentioned in question, are regulations of the remedy, and not of the right to the lands. If these the appointed day, to go into the Court of tain his money. Now at the time to it is for the continued and increase creditors by a previous law passed in The case has been submitted to the acts so change the nature and extent of ex-1825, in cases where lands were sold and Counter decision by a written agreement isting remedie, as majorially to impair the of the whole mortgaged property (if the and discharged of the equitable estate of try! Can the whiles be trusted with a different counter decision by a written agreement isting remedie, as majorially to impair the der execution. The law of 1825, authorized the part of the compact, as from the equitable interest of the mortgage in the State were sold in the part of the compact, as from the equitable interest of the mortgage in the State were No. at the part of the compact, as by execution after the law took effect, to general has been filed, but none has been filed, but redeem them within twelve months of the effered on behalf of the element As the interests." And in the opinion delivered contract, and it is the dity of the court to And the only different enterests. And in the opinion delivered contract, and it is the dity of the court to And the only different enterests. day of sale, by repaying the purchase case involves a constitutional question of by the court after the second argument the venant consists in this - that in the former perity .- [Holly Springs G.a. d.